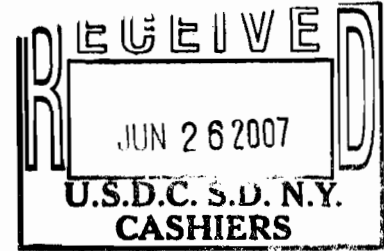


MICHAEL J. GARCIA  
United States Attorney for the  
Southern District of New York  
By: KATHLEEN A. ZEBROWSKI  
Assistant United States Attorney  
86 Chambers Street  
New York, New York 10007  
Telephone No.: (212) 637-2710  
Fax Number : (212) 637-2717



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNITED STATES OF AMERICA,

Plaintiff,

- v. -

SALVADOR E. ROSILLO,

Defendant.  
-----X

JUDGE RAKOFF

:  
:  
: VERIFIED COMPLAINT

: 07 Civ.

: **07 CIV 6027**

Plaintiff United States of America (the "United States"), by and through its attorney, Michael J. Garcia, United States Attorney for the Southern District of New York, alleges upon information and belief that:

1. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. § 1345.
2. Defendant Salvador E. Rosillo (the "defendant") resides at 78 Reade

Street, New York, NY 10007, within the Southern District of New York.

FIRST CAUSE OF ACTION

3. Defendant applied for and received a student loan from the lender whose name is set out in the defendant's promissory note(s) evidencing the loan, copies of which are annexed hereto as Exhibit A and incorporated herein.

4. Defendant defaulted on said note(s) and owes the amount said note(s) and

WHEREFORE, plaintiff demands judgment against defendant in the amount of \$47,348.91 plus interest as provided by law to the date of judgment and interest from the date of judgment at the legal rate until paid in full, together with costs and disbursements and for such other and further relief as this Court deems just and proper.

Dated: New York, New York

June 25, 2007

MICHAEL J. GARCIA  
United States Attorney for the  
Southern District of New York  
Attorney for the Plaintiff

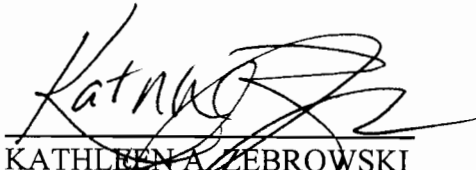
By: 

KATHLEEN A. ZEBROWSKI  
Assistant United States Attorney  
86 Chambers Street  
New York, New York 10007  
Telephone No.: (212) 637-2710

VERIFICATION

STATE OF NEW YORK )  
COUNTY OF NEW YORK : ss.:  
SOUTHERN DISTRICT OF NEW YORK )

KATHLEEN A. ZEBROWSKI, being duly sworn, deposes and says that she is an Assistant United States Attorney in the office of Michael J. Garcia, United States Attorney for the Southern District of New York, that she has read the foregoing complaint, and that the same is true and accurate to the best of her knowledge and belief.

  
KATHLEEN A. ZEBROWSKI  
Assistant United States Attorney

Sworn to before me this 25<sup>th</sup>  
day of June, 2007

  
NOTARY PUBLIC

KATHY TAYLOR  
Notary Public, State of New York  
No. 01746077130  
Qualified in Kings County  
Commission Expires May 5, 2011

Interest Planned

ANNUAL PERCENTAGE RATE:

- (a) Disbursements Prior to 7/1/72  
(b) Disbursements After 7/1/72

FOR VALUE RECEIVED, I promise to pay in the order of

CHEMICAL BANK

770 BROADWAY

NEW YORK, NEW YORK, 10004

(City of New York)

I, Rosilio Dominguez, Salvador

(Name of Borrower)

do hereby certify that I am a student of

Columbia University

(Name of Institution)

located in the City of New York, New York.

I understand that the interest on this loan shall be paid

directly to the Lender by the Corporation, upon request I will execute and deliver

to the Lender an installment promissory note on the form provided by the Lender for the payment of the balance then

owing after the payment (6%) per annum and on loans disbursed after April 1, 1969, the loan shall carry interest at the rate of seven percent

(7%) per annum. The interest on above specified is payable semi-annually on the first days of January and July. It is understood that for

loans disbursed prior to April 1, 1969, the Corporation or the United States shall pay the interest on my behalf and for loans

disbursed after April 1, 1969, the Corporation or the United States shall pay the interest on my behalf, provided that in each

case concerning the Corporation, the State of New York shall appropriate sufficient funds for said payments.

I promise on any loan disbursed after July 1, 1972 which are not eligible for State or Federal interest payments on my behalf (in-

cluded from Q below), I promise to pay interest at the rate of seven percent (7%) per annum from the date hereof to and including the

maturity day when this note becomes payable. I understand this interest is due monthly, quarterly, or semi-annually at the discretion of

the Lender and is payable at the end of each period selected by the Lender.

This note shall mature and be payable upon whichever day any of the following events shall first occur:

1. The last day of the ninth calendar month following the month in which I complete my course of study or discontinue my

enrollment in the educational institution in which I have been accepted for enrollment or am enrolled.

2. The last day of the ninth calendar month following the calendar month during which I cease to be a fully matriculated

full-time or part-time (not less than six (6) semester hours) student at an accredited degree-granting institution of higher

learning or a full-time or part-time (not less than 12 hours per week) student at a vocational institution.

3. I fail to make prompt enrollment in the educational institution in which I have been accepted for enrollment.

4. I fail to make interest payments as required by the Lender.

I understand that four (4) months before this note matures due to the occurrence of any of the events listed above, I shall execute

and deliver to the Lender an installment promissory note on the form provided by the Lender for the payment of the balance then

owing after the payment (6%) or seven percent (7%) interest as above specified. In compliance satisfactory to the Lender provided that

the principal payment is at least \$30 per month commencing nine months after the said events listed above and provided further that the

maturity period of the loan from the date of the first loan does not exceed fifteen (15) years (exclusive of not more than three (3) years

during which I am in service). Failure to execute and deliver an installment promissory note as prescribed above will constitute a default

and this note will become immediately due and payable without notice or demand.

To the extent that the interest on this note shall be paid directly to the Lender by the New York Higher Education Assistance

Corporation, herein called the "Corporation" or by the United States or my behalf, my obligation to pay interest hereunder shall be

discharged and satisfied. It being understood that the Corporation under its Loan Guaranty Program, or the United States, undertakes

to pay all the interest on each loan evidenced hereby until maturity of this note and thereafter all the interest in event of the rate of

seven percent (7%) per annum on loans disbursed prior to April 1, 1969. It is understood that on loans disbursed after December 15,

1968, if I die or become permanently and totally disabled (as determined in accordance with regulations of the Corporation) then the

Corporation or the United States shall discharge my liability on the loan by repaying the amount owed on the loan.

I further agree and acknowledge:

A. If I am granted an additional loan under the loan guarantee program of the Corporation, upon request I will execute and deliver

to the Lender a promissory note in the same general form as this promissory note. I also agree to honor a request for consolidation of such

installments at any time up to and including the time of the execution of the promissory installment note referred to above.

B. The Lender may, in its discretion, pay for me the proceeds, or any part thereof, of any loan made under this note to the educational

institution in which I am now enrolled or it may otherwise disburse the proceeds for my benefit as it may deem appropriate.

C. The extension of time for the payment of all or any part of the payment owing hereunder at any time shall affect my liability

with respect hereto. Demand and presentment for payment and notice of default of this note are hereby expressly waived.

D. By reason of the provisions of Article 14 of the Education Law of New York, I understand that I am legally obligated to

pay this note even though I may be under twenty-one (21) years of age.

E. I acknowledge that on loans disbursed after July 1, 1972 there is a 5% per annum student loan fee payable in advance for the

unpaid term of the note which is based on nine months following the reported dated completion of my course of study.

F. On returning to school, I agree that on any amount included in this note which had matured on a previous In-School Promissory

Note No. 700, I will pay my share of interest for nine months preceding maturity of this note if I attend full time or for the entire term of

this note if I attend less than full time.

G. The face amount of this note comprises disbursements made to me, the date of such disbursements and the amounts disbursed as

follows:

Loans Eligible for Federal or State Interest Payments				Loans on which interest is to be Paid by Borrower			
<u>Date Disbursed</u>		<u>Amount Disbursed</u>	<u>Interest Rate</u>	<u>Date Disbursed</u>		<u>Amount Disbursed</u>	<u>Interest Rate</u>
10-2-	1970	1000	7%		10-		%
10-30-	1971	500	7%		10-		%
11-15-	1971	1000	7%		10-		%
11-24-	1971	1500	7 1/2%		10-		%
5-21-	1973	750	7 1/2%		10-		%
8-22-	1973	2500	7 1/2%		10-		%

I acknowledge receipt of a copy of this note containing the disclosure statement required by Federal law to be given to the borrower at the time of this transaction.

PERMANENT RESIDENCE ADDRESS:

1969 John Jay

Columbia University

ROSILIO DOMINGUEZ, SALVADOR



Pay (Type Name of Payee) (Applicant No.)  
 From (Name of Bank)  
 To (Name of Payee)  
 (Signature) (Title)

Amount Financed		
6% LOANS	7% LOANS	COMBINED AMOUNT

[The body of the document contains several paragraphs of text that are extremely faint and largely illegible due to the quality of the scan. The text appears to be a formal letter or report, possibly related to the financial information provided in the header and table.]

ELI H. J. A. 10P

### PERCENTAGE RATES

(b) Disbursements After 7/1/72

NO VALUE RECEIVED, I promise to pay to the order

United States currency is

[illegible]

1. The last day of the ninth calendar month following enrollment in the educational institution in which
2. The last day of the ninth calendar month following full-time or part-time (not less than six (6) semester hours or equivalent) enrollment in the institution of higher learning or a full-time or part-time (not less than 12 semester hours) enrollment in a vocational institution
3. I fail to make prompt enrollment in the educational institution in which I have been accepted for admission
4. I fail to make interest payments as required by the

I understand that after (4) months before this note matures due to the maturity date of the event listed above, I shall assume liability to the Lender on installment promissory notes on the basis provided by the Lender for the payment of the balance then due plus six percent (6%) or seven percent (7%) interest at which installed in installment satisfactory to the Lender provided that scheduled payment is at least \$30 per month commencing when maturity date of said event listed above and provided further that the maximum period of the loan from the date of the first loan disbursement shall not exceed (12) years (exclusive of not more than three (3) years grace which I apply service). Failure to execute and deliver all subsequent promissory notes as presented above will constitute default under this note and become immediately due and payable without notice.

In the event that the interest on this note shall be paid directly to the United States Treasury Department, Washington, D.C., by the Corporation, having called the "Corporation" or by the United States Government, it being understood that the Corporation shall be liable for the principal and interest on each loan evidenced hereby until maturity of the loan, and if I die or become permanently and totally disabled (as determined by the Corporation), then the United States shall discharge my liability on the loan, and the Corporation shall remain obligated to pay the same.

**I further agree and acknowledge:**

A. If I am granted an additional loan under the loan guarantee program, I will provide a preliminary note in the same general form as this one, but I will not be bound by it until I receive a request for such a note at any time up to and including the time of the expiration of the loan guarantee agreement referred to above.

**B.** The Lender may, in its discretion, pay for me the proceeds of any payment of any time made under the note in the sole and exclusive institution in which I am now engaged or it may otherwise dispose of proceeds and my funds as it may deem appropriate.

**10. No extension of time for the payment of all or any part of the purchase price hereunder is hereby intended, effected or implied by payment hereon. Demand and procurement for payment and delivery of all or any part of the goods are hereby expressly waived.**

By reason of the provisions of Article 16 of the Education Law of 1921, I am legally obligated to this state even though I may be under twenty-one (21) years of age.

1. I acknowledge that on loans disbursed after July 1, 1972 there is a 30% per annum interest rate for variable in addition for the stated term of the note which is based on nine months before the date of the loan.

On returning to school, I agree that on any amount less than \$1000, I will pay my share of insurance for nine months. If I am injured, I will pay my share of insurance for nine months.

5. The face amount of this note completely discharges the

Loans Eligible for Federal or State Interest Payments		Amount Debursed		Interest	
Year	Amount	Year	Amount	Year	Amount
1970	1000	1971	200	1972	1500
1971	200	1972	1500	1973	250
1972	1500	1973	250		
1973	250				

I acknowledge receipt of a copy of this note containing the above information.

*[Handwritten signature]*

1/14/2013/1/14

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

RODRIGO DOMINGUEZ, SALVADOR



THE FIDELITY UNION	Application No.	DATE LOAN	7% LOAN	COMBINED AMOUNT
<i>John Kane</i> (Authorized Signature)	<i>AK</i> (Title)			

66.470111 p. 107



I CERTIFY UNDER PENALTY OF  
PERJURY THAT THIS IS A TRUE  
AND CORRECT COPY OF THE  
ORIGINAL PROMISSORY NOTE

*S. Mc Ritchie* 11-29-06  
DATE

- (2) If the maker undertakes service as a full time teacher in a public or other non-profit elementary or secondary school or institution of higher education (in a State, or, Puerto Rico, the District of Columbia, Canal Zone, Guam or the Virgin Islands), or in an elementary or secondary school overseas of the Armed Forces of the United States, the amount of this note shall be reduced at the rate of ten per centum of the total Amount Financed plus the FINANCE CHARGE thereon for each complete academic year or its equivalent (as determined under the regulations of the Commissioner) of such service up to a maximum of 50 per centum of the Amount Financed plus FINANCE CHARGE thereon.
- (3) If, commencing with the academic year 1966-67 the maker undertakes the service as a full-time teacher in a public or nonprofit elementary or secondary school, which is in the school district of a local educational agency which is eligible in such year for assistance pursuant to Title II of Public Law 81-874, as amended, and which, for purposes of this clause, for that year has been determined by the Commissioner, to be a school in which there is a high concentration of students from low-income families, or undertakes service as a full time teacher of handicapped children as defined in the Act, in a public or other nonprofit elementary or secondary school system, the amount of this loan shall be reduced at the rate of 15 per centum of the total Amount Financed plus the FINANCE CHARGE thereon for each complete academic year or its equivalent (as determined under regulations of the Commissioner) of such service.
- (4) In the event of the maker's death or total and permanent disability the unpaid indebtedness hereunder shall be canceled.
- (5) The maker is responsible for informing the institution of any change or changes in his address.
- (6) Notwithstanding the repayment schedule otherwise calculable pursuant to paragraph 1, the maker shall repay the Amount Financed at the rate of not less than \$15 per month. In the event the maker receives or has received other National Defense Student Loans at one or more other institutions, he shall repay this note at a monthly rate equal to not less than the amount by which \$15 exceeds the total monthly rate of repayment on all such other loans.
- (7) In the event the maker fails to make payment of any instalment when it is due, or if the maker is entitled to deferment benefits under Section III of this note and fails to file evidence thereof, a late charge of \$1 per month for the first month or part thereof by which such instalment or evidence is late and \$2 per month for each succeeding month shall be payable to the institution not later than the due date of the next instalment after receipt by the borrower of notice of the assessment, or, at the institution's option, such amount may be added to the Amount Financed.
- (8) In the event of non-payment of any amount when due according to the terms of this note, and such default continues for a period of 90 days, then at the option of the institution, the entire unpaid loan balance shall forthwith become due and payable without notice or demand.
- (9) The maker hereby expressly waives the defense of the Statute of Limitations, and all other defenses arising out of any lack of diligence in enforcing the payment hereof.



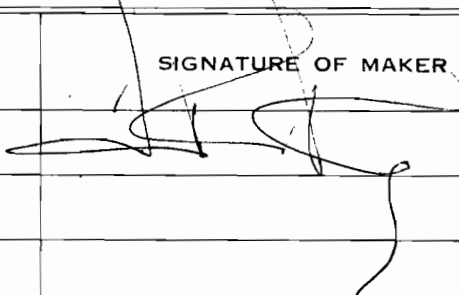
(10) The laws of the State of New York shall govern this note.

IV. The maker hereby certifies that he has listed below all of the National Defense Student Loans obtained at other institutions.

### SCHEDULE OF NATIONAL DEFENSE STUDENT LOANS AT OTHER INSTITUTIONS

AMOUNT	DATE	INSTITUTION	SIGNATURE OF MAKER
1			
2			

### SCHEDULE OF ADVANCES

AMOUNT	DATE	SIGNATURE OF MAKER
1 34862 4/5/71 \$723.00	APR 12, 71	
2		
3		
4		
5		
6		

The maker may, at his option, and without penalty, prepay at any time all or any part of the Amount Financed plus the FINANCE CHARGE accrued to the date of payment.

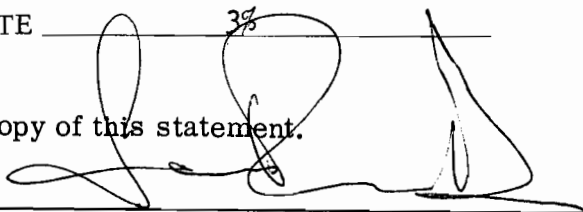
- A. The Amount Financed by this note is \$723.00
- B. The FINANCE CHARGE on this loan, assuming payments are made when due, will be \$44.46
- C. The Total of Payments (a) & (b) \$767.46
- D. ANNUAL PERCENTAGE RATE 3%

The maker acknowledges receipt of an exact copy of this statement.

DATE

MAR 24 71

SIGNATURE - MAKER



ADDRESS

117 Hudson Hall  
Furnald Hall  
JALISW  
#75  
CUNY/MAA

NATIONAL DEFENSE STUDENT LOAN PROGRAM

Promissory Note

New York, New York 10027

I, Salvador E. Rosillo, ("the maker"), promise to pay to the order of The Trustees of Columbia University in the City of New York ("the institution"), located at Morningside Heights, City of New York, State of New York, the sum of One Thousand Dollars (\$ 1,000.00 ) (the Amount Financed) or so much thereof as may, from time to time, be advanced to me and endorsed hereon in the Schedule of Advances together with all attorney's fees and other costs and charges for the collection of any amount not paid when due according to the terms of this note.

I. Repayment of the Amount Financed together with the FINANCE CHARGE thereon, shall be made over a period commencing after the date on which the maker ceases to carry at an institution of higher education (as defined in the National Defense Education Act of 1958 as amended and regulations pertaining thereto) or at a comparable institution outside the United States approved for this purpose by the Commissioner of Education of the United States at least one-half the full-time academic workload as determined by the institution granting the loan and ending ten years and nine months after such date. A FINANCE CHARGE at the ANNUAL PERCENTAGE RATE of 3% of the unpaid balance shall accrue from the beginning of the repayment period. Repayment of the Amount Financed shall be made in equal monthly instalments in accordance with a promissory note and repayment schedule which, when agreed upon, shall be attached to and made a part of this note, or, if the maker so requests, in graduated instalments determined in accordance with such schedules as may be approved by the institution of the Commissioner and attached to and made a part of this note.

II. All sums advanced pursuant to this note are drawn from a fund created under the National Defense Education Act of 1958, as amended ("the Act"). Such terms of this note as are subject to interpretation shall be construed in the light of the Act and federal regulations pertaining thereto, a copy of which regulations shall be kept by the institution.

III. This note is also subject to the following conditions:

- (1) No FINANCE CHARGE shall accrue on the loan, and instalments need not be paid during any period (a) during which the maker is carrying at an institution of higher education or at a comparable institution outside the United States, approved for this purpose by the Commissioner, at least one-half the normal full-time academic workload as determined by the institution, (b) not in excess of three years during which the maker is a member of the Armed Forces of the United States, (c) not in excess of three years during which the maker is in service as a volunteer under the Peace Corps Act or (d) not in excess of three years during which the maker is in service as a volunteer under Title VIII of the Economic Opportunity Act of 1964. Any such period in (a), (b), (c), or (d) shall not be included in determining the ten-year period during which repayment must be completed. Such ten year period may also be extended for good cause determined in accordance with regulations of the Commissioner of Education.



I CERTIFY UNDER PENALTY OF  
PERJURY THAT THIS IS A TRUE  
AND EXACT COPY OF THE  
ORIGINAL PROMISSORY NOTE


*S. Mc Ritchie* 11-29-06

- (2) If the maker undertakes service as a full time teacher in a public or other non-profit elementary or secondary school or institution of higher education (in a State, or, Puerto Rico, the District of Columbia, Canal Zone, Guam or the Virgin Islands), or in an elementary or secondary school overseas of the Armed Forces of the United States, the amount of this note shall be reduced at the rate of ten per centum of the total Amount Financed plus the FINANCE CHARGE thereon for each complete academic year or its equivalent (as determined under the regulations of the Commissioner) of such service up to a maximum of 50 per centum of the Amount Financed plus FINANCE CHARGE thereon.
- (3) If, commencing with the academic year 1966-67 the maker undertakes the service as a full-time teacher in a public or nonprofit elementary or secondary school, which is in the school district of a local educational agency which is eligible in such year for assistance pursuant to Title II of Public Law 81-874, as amended, and which, for purposes of this clause, for that year has been determined by the Commissioner, to be a school in which there is a high concentration of students from low-income families, or undertakes service as a full time teacher of handicapped children as defined in the Act, in a public or other nonprofit elementary or secondary school system, the amount of this loan shall be reduced at the rate of 15 per centum of the total Amount Financed plus the FINANCE CHARGE thereon for each complete academic year or its equivalent (as determined under regulations of the Commissioner) of such service.
- (4) In the event of the maker's death or total and permanent disability the unpaid indebtedness hereunder shall be canceled.
- (5) The maker is responsible for informing the institution of any change or changes in his address.
- (6) Notwithstanding the repayment schedule otherwise calculable pursuant to paragraph 1, the maker shall repay the Amount Financed at the rate of not less than \$15 per month. In the event the maker receives or has received other National Defense Student Loans at one or more other institutions, he shall repay this note at a monthly rate equal to not less than the amount by which \$15 exceeds the total monthly rate of repayment on all such other loans.
- (7) In the event the maker fails to make payment of any instalment when it is due, or if the maker is entitled to deferment benefits under Section III of this note and fails to file evidence thereof, a late charge of \$1 per month for the first month or part thereof by which such instalment or evidence is late and \$2 per month for each succeeding month shall be payable to the institution not later than the due date of the next instalment after receipt by the borrower of notice of the assessment, or, at the institution's option, such amount may be added to the Amount Financed.
- (8) In the event of non-payment of any amount when due according to the terms of this note, and such default continues for a period of 90 days, then at the option of the institution, the entire unpaid loan balance shall forthwith become due and payable without notice or demand.
- (9) The maker hereby expressly waives the defense of the Statute of Limitations, and all other defenses arising out of any lack of diligence in enforcing the payment hereof.

(10) The laws of the State of New York shall govern this note.

IV. The maker hereby certifies that he has listed below all of the National Defense Student Loans obtained at other institutions.

SCHEDULE OF NATIONAL DEFENSE STUDENT LOANS AT OTHER INSTITUTIONS			
AMOUNT	DATE	INSTITUTION	SIGNATURE OF MAKER
1			
2			

SCHEDULE OF ADVANCES		
AMOUNT	DATE	SIGNATURE OF MAKER
1 35748 9/14/71 \$677.00	10, 26 '71	
2 35867 9/20/71 \$323.66	10, 26 '71	
3		
4		
5		
6		

The maker may, at his option, and without penalty, prepay at any time all or any part of the Amount Financed plus the FINANCE CHARGE accrued to the date of payment.

- A. The Amount Financed by this note is \$1,000.00
- B. The FINANCE CHARGE on this loan, assuming payments are made when due, will be \$84.56
- C. The Total of Payments (a) & (b) \$1,084.56
- D. ANNUAL PERCENTAGE RATE 3%

The maker acknowledges receipt of an exact copy of this statement.

DATE

SIGNATURE - MAKER

ADDRESS

FRIAS #75

Buenos Aires, Argentina

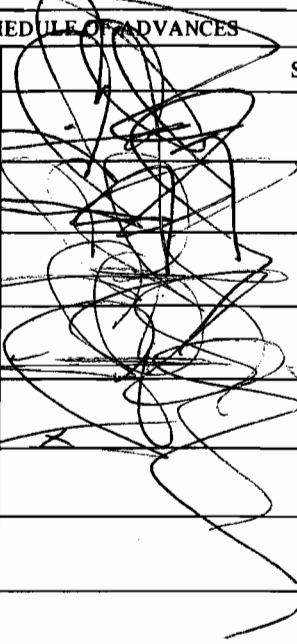


## Columbia University in the City of New York | New York, N.Y. 10027

## National Direct Student Loan Program

I, Rosillo, Salvador

hereinafter called the Maker promise to pay to Columbia University, hereinafter called the lending Institution, located in the City of New York, the sum of such amounts as may from time to time be advanced to me and endorsed in the Schedule of Advances below, together with all costs and expenses of collection, including attorney's fees of twenty-five per cent (25%) of the amount then due.

SCHEDULE OF ADVANCES			
Amount	Date	Signature of Maker	
1 \$ 460.00	8-22-72 39495		AUG-24-72
2 \$ 4.00	8-22-72 39496		AUG-24-72
3 \$ 536.00	41326 11-3-72		NOV-20-72
4 \$ 500.00	12-15-72 42189		JAN-02-73
5 \$ 682.00	43464 7-16-73		JUL 20 73
6 \$			
7 \$			
8 \$			
9 \$			
10 \$			
11 \$			
12 \$			

ROSILLO-DOMINGUEZ\*SALVADOR E\*  
 LOAN NO: 8704020346 01-20-87  
 SSN 451-66-8480 TD 1

The Maker further understands and agrees, and it is understood between the parties that:

I. All sums advanced pursuant to this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, as amended, hereinafter called the Act. Such terms of the note as are subject to interpretation shall be construed in the light of such Act and Federal Regulations pertaining to such Act, copies of which shall be kept by the lending Institution.

II. Repayment of principal, together with interest thereon, shall be made over a period commencing (except when paragraph III(3) is applicable) 9 months after the date on which the Maker ceases to carry, at an Institution of higher education, or at a comparable Institution outside the States approved for this purpose by the U.S. Commissioner of Education, hereinafter called the Commissioner, at least one-half the normal full-time academic workload and ending 10 years and 9 months after such date. Interest of 3 per centum per annum shall accrue from the beginning of such repayment period. Repayment of principal, together with interest thereon, shall be made in equal (or, if the Maker so requests, in graduated installments determined in accordance with such schedules as may be approved by the lending Institution and the Commissioner) quarterly, bimonthly or monthly installments (as determined by the lending Institution) in accordance with the schedule which is attached to and made part of this note.

III. This note is subject also to the following conditions:

(1) The Maker may at his option and without penalty prepay all or any part of the principal, plus the accrued interest thereon, at any time.

(2) In the event of a failure to meet a scheduled repayment of any of the installments due on this Note, the entire unpaid indebtedness including interest due and accrued thereon, shall, at the option of the lending Institution, become immediately due and payable.

(3) Interest shall not accrue, and installments need not be paid during any period (A) during which the Maker is carrying, at an institution of higher education or at a comparable Institution outside the States approved for this purpose by the Commissioner, at least one-half the normal full-time academic workload or (B) not in excess of 3 years during which the Maker (I) is on full-time active duty as a member of the armed forces (Army, Navy, Air Force, Marine Corps, or Coast Guard) of the United States, (II) is in service as a volunteer under the Peace Corps Act, or (III) is in service as a volunteer under Title VIII of the Economic Opportunity Act of 1965 (VISTA).

(4) If the Maker undertakes service after June 30, 1972, (A) as a full-time teacher in a public or other nonprofit private elementary or secondary school which is in a school district of a local educational agency which is eligible in such year for assistance pursuant to Title I of the Elementary and Secondary Education Act of 1965 and which for the purposes of this clause and for that year has been designated by the Commissioner in accordance with the provisions of section 465(A) (2) of the act as a school with a high enrollment of students from low-income families, or (B) as a full-time teacher of handicapped children (including mentally retarded, hard of hearing, deaf, speech impaired, visually handicapped, seriously emotionally disturbed, or other health-impaired children who by reason thereof require special education) in a public or other nonprofit elementary or secondary school system, for each complete year of such service the amount of this Note shall be reduced at the rate of 15 per centum of the total principal amount of the loan plus interest thereon for the first and second year of such service, 20 per centum of the total principal amount plus interest thereon for the third and fourth year of such service, and 30 per centum of the total principal amount plus interest thereon for the fifth year of such service.

(5) If, after June 30, 1972, the Maker undertakes service as a full-time staff member in a preschool program carried on under section 222(A) (1) of the Economic Opportunity Act of 1964 (Head Start) which is operated for a period which is comparable to a full school year in the locality, and provided that the salary of such staff member is not more than the salary of a comparable employee of the local educational agency, the principal amount of this Note shall be reduced at the rate of 15 per centum of the total principal amount of the loan plus interest thereon for each complete year of such service.

(6) If, after June 30, 1972, the Maker serves as a member of the Armed Forces of the United States, up to 50 per centum of the principal amount of this loan shall be reduced at the rate of 12½ per centum of the total principal amount of the loan, plus interest thereon, for each complete year of service in an area of hostilities that qualifies for special pay under section 310 of Title 37, United States Code.

(7) The Maker is responsible for informing the lending Institution of any change or changes in his address.

(8) Notwithstanding the repayment schedule otherwise calculable to Part II, the Maker shall repay the total principal amount of this loan at the rate of not less than \$30 per month. In the event the Maker receives or has received other National Direct Student Loans from other Funds authorized by the Act at one or more other lending Institutions, he/she shall repay this note at a monthly rate equal to not less than the amount by which \$30 exceeds the total monthly rate of principal repayment on all such other loans.

IV. This Note shall not be assigned by the lending Institution except, upon transfer of the Maker to another Institution participating in this program (or, if not so participating, is eligible to do so and is approved by the Commissioner for such purpose), to such Institution; provided that assignment may be made to (A) Institutions other than those to which the Maker has transferred or to the United States where the lending Institution ceases to function as an educational Institution and (B) to the United States if this note has been in default for two years. The provisions of this note that relate to the lending Institution shall where appropriate relate to an assignee.

V. The Maker hereby certifies that he has listed below all of the National Direct Student Loans (or National Defense Student Loans) he has obtained at other Institutions.

#### SCHEDULE OF NATIONAL DIRECT STUDENT LOANS AND NATIONAL DEFENSE STUDENT LOANS AT OTHER INSTITUTIONS

	Amount	Date	Institution	Signature of Maker
1	\$			
2	\$			
3	\$			
4	\$			

A. The Amount Financed by this note is \_\_\_\_\_

B. The FINANCE CHARGE on this loan, assuming payments are made when due, will be \_\_\_\_\_

C. The Total of Payments (a) & (b) \_\_\_\_\_

D. ANNUAL PERCENTAGE RATE \_\_\_\_\_

I hereby acknowledge receipt of a copy of this note.

Signature

Date

Permanent Address

COPIES UNDER PENALTY OF PERJURY  
THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL COPY OF THE NOTE  
DATE 11-29-06  
S. McRitchie

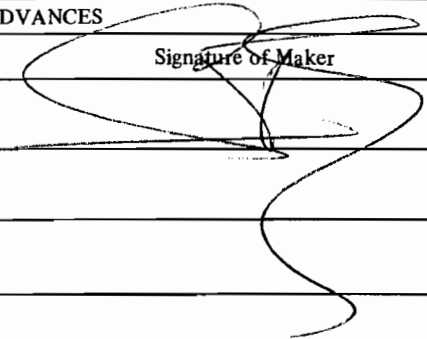
87 Hughes Hall  
Date 11/16/12, 19



## Columbia University in the City of New York | New York, N.Y. 10027

## National Direct Student Loan Program

I, ROSILLO-DOMINGUEZ, SALVADOR EDMUNDO hereinafter called the Maker promise to pay to Columbia University, hereinafter called the lending Institution, located in the City of New York, the sum of such amounts as may from time to time be advanced to me and endorsed in the Schedule of Advances below, together with all costs and expenses of collection, including attorney's fees of twenty-five per cent (25%) of the amount then due.

SCHEDULE OF ADVANCES		
Amount	Date	Signature of Maker
1 \$ 1,560.00	CI # 57168 10-7-75	
2 \$		
3 \$		
4 \$		
5 \$		
6 \$		
7 \$		
8 \$		
9 \$		
10 \$		
11 \$		
12 \$		

The Maker further understands and agrees, and it is understood between the parties that:

I. All sums advanced pursuant to this note are drawn from a fund created under Part E of Title IV of the Higher Education Act of 1965, as amended, hereinafter called the Act. Such terms of the note as are subject to interpretation shall be construed in the light of such Act and Federal Regulations pertaining to such Act, copies of which shall be kept by the lending Institution.

II. Repayment of principal, together with interest thereon, shall be made over a period commencing (except when paragraph III(3) is applicable) 9 months after the date on which the Maker ceases to carry, at an Institution of higher education, or at a comparable Institution outside the States approved for this purpose by the U.S. Commissioner of Education, hereinafter called the Commissioner, at least one-half the normal full-time academic workload and ending 10 years and 9 months after such date. Interest of 3 per centum per annum shall accrue from the beginning of such repayment period. Repayment of principal, together with interest thereon, shall be made in equal (or, if the Maker so requests, in graduated installments determined in accordance with such schedules as may be approved by the lending Institution and the Commissioner) quarterly, bimonthly or monthly installments (as determined by the lending Institution) in accordance with the schedule which is attached to and made part of this note.

III. This note is subject also to the following conditions:

(1) The Maker may at his option and without penalty prepay all or any part of the principal, plus the accrued interest thereon, at any time.

(2) In the event of a failure to meet a scheduled repayment of any of the installments due on this Note, the entire unpaid indebtedness including interest due and accrued thereon, shall, at the option of the lending Institution, become immediately due and payable.

(3) Interest shall not accrue, and installments need not be paid during any period (A) during which the Maker is carrying, at an institution of higher education or at a comparable Institution outside the States approved for this purpose by the Commissioner, at least one-half the normal full-time academic workload or (B) not in excess of 3 years during which the Maker (I) is on full-time active duty as a member of the armed forces (Army, Navy, Air Force, Marine Corps, or Coast Guard) of the United States, (II) is in service as a volunteer under the Peace Corps Act, or (III) is in service as a volunteer under Title VIII of the Economic Opportunity Act of 1965 (VISTA). Any such period in (A) or (B) shall not be included in determining the 10-year period during which repayment must be completed as specified in paragraph II.

(4) If the Maker undertakes service after June 30, 1972; (A) as a full-time teacher in a public or other nonprofit private elementary or secondary school which is in a school district of a local educational agency which is eligible in such year for assistance pursuant to Title I of the Elementary and Secondary Education Act of 1965 and which for the purposes of this clause and for that year has been designated by the Commissioner in accordance with the provisions of section 465(A) (2) of the act as a school with a high enrollment of students from low-income families, or (B) as a full-time teacher of handicapped children (including mentally retarded, hard of hearing, deaf, speech impaired, visually handicapped, seriously emotionally disturbed, or other health-impaired children who by reason thereof require special education) in a public or other nonprofit elementary or secondary school system, for each complete year of such service the amount of this Note shall be reduced at the rate of 15 per centum of the total principal amount of the loan plus interest thereon for the first and second year of such service, 20 per centum of the total principal amount plus interest thereon for the third and fourth year of such service, and 30 per centum of the total principal amount plus interest thereon for the fifth year of such service.

(5) If, after June 30, 1972, the Maker undertakes service as a full-time staff member in a preschool program carried on under section 222(A) (1) of the Economic Opportunity Act of 1964 (Head Start) which is operated for a period which is comparable to a full school year in the locality, and provided that the salary of such staff member is not more than the salary of a comparable employee of the local educational agency, the principal amount of this Note shall be reduced at the rate of 15 per centum of the total principal amount of the loan plus interest thereon for each complete year of such service.

(6) If, after June 30, 1972, the Maker serves as a member of the Armed Forces of the United States, up to 50 per centum of the principal amount of this loan shall be reduced at the rate of 12½ per centum of the total principal amount of the loan, plus interest thereon, for each complete year of service in an area of hostilities that qualifies for special pay under section 310 of Title 37, United States Code.

(7) The Maker is responsible for informing the lending Institution of any change or changes in his address.

(8) Notwithstanding the repayment schedule otherwise calculable to Part II, the Maker shall repay the total principal amount of this loan at the rate of not less than \$30 per month. In the event the Maker receives or has received other National Direct Student Loans from other Funds authorized by the Act at one or more other lending Institutions, he/she shall repay this note at a monthly rate equal to not less than the amount by which \$30 exceeds the total monthly rate of principal repayment on all such other loans.

IV. This Note shall not be assigned by the lending Institution except, upon transfer of the Maker to another Institution participating in this program (or, if not so participating, is eligible to do so and is approved by the Commissioner for such purpose), to such Institution; provided that assignment may be made to (A) Institutions other than those to which the Maker has transferred or to the United States where the lending Institution ceases to function as an educational Institution and (B) to the United States if this note has been in default for two years. The provisions of this note that relate to the lending Institution shall where appropriate relate to an assignee.

V. The Maker hereby certifies that he has listed below all of the National Direct Student Loans (or National Defense Student Loans) he has obtained at other Institutions.

#### SCHEDULE OF NATIONAL DIRECT STUDENT LOANS AND NATIONAL DEFENSE STUDENT LOANS AT OTHER INSTITUTIONS

	Amount	Date	Institution	Signature of Maker
1	\$			
2	\$			
3	\$			
4	\$			

A. The amount financed by this note is \_\_\_\_\_

B. The FINANCE CHARGE on this loan, assuming payments are made when due, will be \_\_\_\_\_

C. The Total of Payments (a) & (b) \_\_\_\_\_

D. ANNUAL PERCENTAGE RATE \_\_\_\_\_

I hereby acknowledge receipt of a copy of this note.

Signature \_\_\_\_\_

Date AUG 18 1975, 19 \_\_\_\_\_

Permanent Address \_\_\_\_\_

(Street or Box Number, City, State, and Zip Code)

EXHIBIT B



U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 2

Salvador E. Rosillo  
AKA Salvador E. Rosillo-Dominguez  
AKA Salvador Rosillo-Dominguez  
AKA Salvador Rosillo, Salvador Edmundo  
78 Reade St.  
New York, NY. 10007-1848  
Account No: 451668480

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated below plus additional interest from 11/29/06.

On or about 4/5/71, 9/14/71, 9/20/71, 8/22/72, 8/22/72, 11/3/72, 12/15/72, 7/16/73 and 10/7/75, the debtor executed promissory note(s) to secure loan(s) of \$723.00, \$677.00, \$323.00, \$460.00, \$4.00, \$536.00, \$500.00, \$682.00 and \$1,500.00 from Columbia University in the City of New York at 3.00 percent interest per annum. The institution made the loan(s) under the Federally-funded National Direct Student Loan, now Perkins Student Loan, programs authorized under Title IV-E of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087 aa *et seq.* (34 C.F.R Part 674). The institution demanded payment according to the terms of the notes, and the debtor defaulted on the obligation on 6/2/78. Due to this default, the institution assigned all rights and title to the Department of Education.

After the institution credited all cancellations due and payments received, the debtor owed the school \$5,405.00 principal and interest in the amount of \$811.94. This principal and interest together with any unpaid late charges totaled \$6,216.94. The loan was assigned to the Department on 1/20/87.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the debtor owes the United States the following:

Principal:	\$5,405.00
Interest:	\$4,070.98
Fees/Costs:	\$ 87.00
Late Charges:	\$ 0.00

Total Debt as of 11/29/06:	\$9,562.98
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Interest accrues on the principal shown here at the rate of \$0.44 per day.

Pursuant to 28 U.S.C. S 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on : 12/20/06

Name: Linda Gattalusi  
Title: Loan Analyst  
Branch: Litigation

U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #2 OF 2

Salvador E. Rosillo  
AKA Salvador E. Rosillo-Dominguez  
AKA Salvador Rossillo-Dominguez  
AKA Salvador Rosillo, Salvador Edmundo  
78 Reade St.  
New York, NY. 10007-1848  
Account No: 451668480

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/29/06.

On or about 5/21/73 and 8/22/73, the borrower executed promissory note(s) to secure loan(s) of \$4,750.00 and \$7,250.00 from Chemical Bank, New York, NY. at 7.00 percent interest per annum. This loan obligation was guaranteed by New York State Higher Education Services Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended. 20 U.S.C. 1071 et. seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 12/4/78, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$12,572.94 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 CFR 682.410(b)(2), the guarantor charged the borrower interest on the total amount paid to the holder. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 8/24/93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal	\$12,572.94
Interest:	\$24,627.60
Administrative/Collection Costs:	\$ 0.00
Penalty Fees:	\$ 0.00

Total debt as of 11/29/06:	\$37,200.54
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Interest accrues on the principal shown here at the rate of \$2.41 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/6/06

Name: *Lynnda Huatalake*  
Title: Loan Analyst  
Branch: Litigation